	Request for Quotation		Arizona Department of Commerce 1700 W. Washington, Suite B-32 Phoenix, AZ 85007	
	QUOTATION NO.: Q018-08			PAGE 1
	DUE DATE: October 9, 2007	AT 5:00 P.M. Phoenix Local Time		OF 10

ARIZONA DEPARTMENT OF COMMERCE IS SEEKING SMALL BUSINESS PARTICIPATION PER A.R.S.41-2535

THE TERMS AND CONDITIONS INCLUDED WITH THIS FORM SHOULD BE REVIEWED AND UNDERSTOOD BEFORE PREPARING A QUOTATION. RETURN THE QUOTATION BY THE ABOVE TIME AND DATE TO THE ABOVE ADDRESS.

DELIVERY LOCATION:

VENDOR:

VENDOR CONTACT:
TELEPHONE NUMBER:
EMAIL ADDRESS:

AGENCY CONTACT: Martha Lynch
TELEPHONE NUMBER: (602) 771-1110
FAX NUMBER: (602) 771-1202

CONSULTANT FOR NINETEEN TRIBAL NATIONS WORKFORCE INVESTMENT BOARD

VENDOR QUOTATION

LINE NO.	COMMODITY DESCRIPTION	QUANTIT Y	U/M	UNIT PRICE	EXTENDED PRICE
1	CONSULTANT TO PERFORM SCOPE OF WORK	1	Per Month		
	PLEASE NOTE EVALUATION CRITERIA ON PAGE 7. Experience, Resumes, and Examples should be attached Travel will be reimbursable at state per diem rates. Insurance will be required.				

Quotation may be Faxed to (602) 771-1202 on for before the due date noted at the top of this page.

THIS SECTION MUST BE COMPLETED BY VENDOR

Signature

Date

Name and Title



Offer and Acceptance

Arizona Department of Commerce Procurement Office

Suite B-32

1700 W. Washington

Phoenix, AZ 85007

SOLICITATION NO.: : Q018-08

PAGE
2

VENDOR: Distribution Copy

OF
10

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name:

Email

Phone:

Federal Employer Identification No.:

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **The bidder certifies that the above referenced organization ___is/___is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**

ACCEPTANCE OF OFFER

The Offer is hereby accepted.


The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

_____ day of _____ 20 _____

Chief Procurement Manager

	<h1>Instructions for Quotations</h1>		Arizona Department of Commerce Suite B-32 1700 W. Washington Phoenix, AZ 85007
	SOLICITATION NO.: : Q018-08	PAGE 3	
	VENDOR: Distribution Copy	OF 10	

1. PREPARATION OF QUOTATION:

- a. Erasures, interlineations or other modifications in the quotation shall be initialed in original ink by the authorized person signing the Vendor Offer.
- b. In case of error in the extension of prices in the quotation, unit price shall govern. No quotation shall be altered, amended or withdrawn after the specified quotation due time and date.
- c. Periods of time, stated as a number of days, shall be calendar days.
- d. It is the responsibility of all Offerors to examine the entire Request For Quotation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a quotation.

2. INQUIRIES: Any question related to a Request For Quotation shall be directed to the Procurement Officer whose name appears on the front. The offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

3. LATE QUOTATION: Late Quotations shall not be considered (see A.R.S. 41-2533, Rule R2-7-C307.B).

4. WITHDRAWAL OF QUOTATION: At any time prior to a specified solicitation due time and date a Bidder (or designated representative) may withdraw the Quotation. Facsimiles, telegraphic or mailgram withdrawals shall be considered.

5. OPENING: This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.

6. PAYMENT: In accordance with Arizona Revised Statute § 35-342, any agency which purchases or procures goods and services from a nongovernmental entity on account shall pay the account in full within thirty days after receipt of goods or services and correct notice of amount due in writing to the agency or shall pay interest on the outstanding balance at the rate of ten per cent per annum (as prescribed in § 44-1201) until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

7. TAXES: The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes shall be shown separately on any invoice and such sums shall be due and payable to vendor upon delivery. If claiming a tax exemption, State will provide vendor with valid tax exemption certificates. Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.

8. AWARD OF CONTRACT:

- a. Notwithstanding any other provision of the Request For Quotation, the State reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all quotations, or portions thereof; or
 - (3) Reissue a Request For Quotation.
- b. A response to a Request For Quotation is an offer to contract with the State based upon the terms, conditions and specifications contained in the State's Request For Quotation. Quotations do not become contracts unless and until they are accepted by an authorized procurement officer. A contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the Terms and Conditions of the procurement contract are contained in the Request For Quotation, unless any of the Terms and Conditions are modified by a contract amendment (SPO Form 217), or by mutually agreed Terms and Conditions in the contract documents.

9. INSURANCE:



Instructions for Quotations

Arizona Department of
Commerce

Suite B-32

1700 W. Washington

Phoenix, AZ 85007

SOLICITATION NO.: Q018-08

PAGE
4

VENDOR: Distribution Copy

OF
10

Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

- 9.1 Commercial General Liability with minimum limits of \$500,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$1,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

- 9.2 Business Automobile Liability, with minimum limits of \$500,000 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract. This requirement may be modified at the discretion of the State to acknowledge coverage provided by a Family Automobile Liability or Personal Automobile Liability policy endorsed to cover Business Use under this contract (in lieu of a Business Automobile Liability policy), and provide such policy also insures the vehicle(s) used in performance of this contract (in lieu of "Symbol One").

- 9.3 Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A): Statutory Arizona benefits;

Employers Liability (Coverage B): \$ 500,000 each accident;

\$500,000 each employee/disease;

\$1,000,000 policy limit/disease.

Policy shall include endorsement for All State coverage for state of hire.

- 9.3.1 **A Sole Proprietor Waiver** shall be used for contractors who fit this category. This form applies only to State of Arizona Agencies utilizing sole proprietors with no employees. If awarded please request a form for the Arizona Department of Commerce. If you are a corporation, limited liability company, partnership or sole proprietors with employees, this form will not apply.

- 9.3.2 The Workers Compensation requirement applies separately to the primary contractor and each of the subcontractors, if any. Subcontractors that qualify as sole proprietors, may take the position they are exempt from the purchase of Workers Compensation coverage and sign the waiver (that could be one, many, all or none depending on the number of actual subs for each primary contractor). If any entity subcontracted to the primary is an employer with employees of their own (i.e. subject to, rather than exempt from, Workers Compensation laws) then each employer must individually purchase a Workers Compensation policy for their workforce. The Sole Proprietor exemption does not "apply" to subcontractors unless each sub qualifies as a Sole Proprietor on their own. Also, Workers Compensation insurance purchased for one employer covers their employees only, and never covers employees of subcontractors or other employers.



Instructions for Quotations

**Arizona Department of
Commerce**

Suite B-32

1700 W. Washington

Phoenix, AZ 85007

SOLICITATION NO.: Q018-08

PAGE
5

VENDOR: Distribution Copy

OF
10

- 9.4 Professional Liability Insurance with minimum limits of \$500,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract and, at the discretion of the State of Arizona shall include **one** of the following types of Professional Liability policies:

- Directors and Officers
- Errors and Omissions
- Medical Malpractice
- Druggists Professional
- Architects/Engineers Professional
- Lawyers Professional
- Teachers Professional
- Accountants Professional
- Social Workers Professional
- Other (Specify profession from Scope of Work)

The State of Arizona shall be named as an Additional Insured as their interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

- 9.5. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverage's. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverage's afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverage's, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

- 9.6 Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all moneys so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any moneys due to the contractor. Costs for coverage's broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverage's shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

Within fifteen (15) days following notification of award, certificates of insurance must be submitted to the Arizona Department of Commerce, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.

- 10. COST OF QUOTATION PREPARATION:** The State shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 11. PUBLIC RECORD:** All quotations submitted in response to this Request For Quotation shall become the property of the State and shall become a matter of Public Record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.
- 12. TRAVEL:** When requested in writing by the Agency to perform work that requires overnight accommodations, the State will reimburse the Contractor in accordance with the current rates specified in the Rules and Regulations applicable to State Employee's travel. The Contractor shall itemize all per diem and lodging charges. State rates may be located at www.gao.state.az.us. All Travel shall be pre-approved by the Agency Director.



Instructions for Quotations

SOLICITATION NO.: : Q018-08

PAGE
6

VENDOR: Distribution Copy

OF
10


**Arizona Department of
Commerce**

Suite B-32

1700 W. Washington

Phoenix, AZ 85007

13. **Incorporation By Reference:** The State hereby incorporates by reference the Uniform Terms and Conditions, and the Uniform Instructions to Offerors. A copy of the text may be found at www.AZSPO.az.gov. If the offeror would prefer a hard copy, please contract the State Procurement Office at 100 S. 15th Avenue.

	<h1>Special Instructions to Offerors</h1>		Arizona Department of Commerce Suite B-32 1700 W. Washington Phoenix, AZ 85007
	SOLICITATION NO.: Q018-08	PAGE 7	
	VENDOR: Distribution Copy	OF 10	

Americans with Disabilities Act

People with disabilities may request a reasonable accommodation such as a sign language interpreter by contacting Martha Lynch at (602) 771-1110. Requests should be made as early as possible to allow time to arrange the accommodation.

Confidential Information

A. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a detailed statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.

B. The information identified by the person as confidential shall not be disclosed until the director makes a written determination.

C. The director shall review the statement and information and shall determine in writing whether the information shall be withheld.

D. If the director determines to disclose the information, the director shall inform the bidder in writing of such determination.

Electronic Documents

The State of Arizona may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by the State shall be null and void. In those instances where modifications are identified, the original document issued by the State shall take precedence. As provided in the Uniform Instructions to Offerors, section 3.D., the recipient of any electronic document is responsible for clearly identifying any and all changes or modifications to a document upon submission to the State. An original document is on file with the Commerce Procurement Office.

Evaluation

In accordance with the Arizona Procurement Code 41-2535, procurements not exceeding an aggregate amount of fifty thousand dollars, awards shall be made to the responsible bidder submitting the quotation which is most advantageous to the state and conforms to the solicitation.

Proposal shall include experience, resumes and examples.

Pricing shall be a Monthly rate.

Offer and Acceptance

In order to allow for an adequate evaluation, the state requires an offer in response to this solicitation to be valid and irrevocable for 30 days after the opening time and date.

Preparation of Quotation

a. Submit one original, clearly labeled "Original" and three copies of the response to the RFQ. The response is to contain a valid ink signature on the Offer and Acceptance Form SPO Form binding the offeror to provide the services listed in the contract at the price quoted and indicate compliance with the terms, conditions and requirements of the RFQ.

b. Provide a narrative of no more than three (3) pages describing the history of the organization and its experience with recent and/or similar projects, including the outcomes.


c. Provide a narrative addressing the service on a point by point basis. Concentrate on the ability of the offeror to satisfy the requirements and duties described in the RFQ. Keep the narrative straightforward, limited to pertinent issues and intentionally designed to demonstrate the professional nature of your work.

d. Enter the inclusive cost for services rendered on Page One, Line one. The cost is to cover all labor, fees, charges, expenses, supplies, equipment and other item or activity used by the contractor to provide the services required.

Purpose

Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, Commerce Procurement Office intends to establish a contract for the materials or services as listed herein.

TERM OF CONTRACT: The term of the contract shall commence upon award and shall remain in effect unless canceled, terminated or extended by amendment as otherwise provided herein.

	Special Instructions to Offerors		Arizona Department of Commerce Suite B-32 1700 W. Washington Phoenix, AZ 85007
	SOLICITATION NO.: : Q018-08	PAGE 8	
	VENDOR: Distribution Copy	OF 10	

Suspension or Debarment Certification

By signing the offer section of the Offer and Acceptance page, SPO form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The state also may exercise any other remedy available by law.

Suspension or Debarment Status

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the bidder or offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The state also may exercise any other remedy available by law.



Scope of Work

Arizona Department of Commerce

1700 W. Washington , Suite B-32

Phoenix, AZ 85007

SOLICITATION NO.: : Q018-08

PAGE
9 of 10

VENDOR: Distribution Copy

SCOPE OF WORK

1. Background

The Arizona Dept of Commerce was awarded a Grant from the USDA to develop a program for future economic viability as it applies to the workforce program. This consultant will be contracted to create materials, provide training and assist the Nineteen Tribal Nation's Workforce Investment Board (NTNWIB) strengthening of future economic endeavors for the 21st Century.

2. GENERAL REQUIREMENTS

- 2.1. The Arizona Department of Commerce is seeking a Culturally Sensitive Contractor to fulfill objectives outlined within a USDA/ CEDC grant with the Nineteen Tribal Nation's Workforce Investment Board (NTNWIB).
- 2.2. This program of work is to be completed over a 3 month period starting October 11th 2007 and ending February 1, 2008

3. SPECIFIC REQUIREMENTS

- 3.1. The development of thirty new partnerships with NTNWIB businesses, enterprises and economic development leaders.
- 3.2. Create contacts within the NTN's for the increase of at least 1000 new positions with Tribal Enterprise over the next three years.
- 3.3. Develop a survey to be used over the next 3 years by the Tribal Economic Development leaders to assess the outcomes of partnerships.
- 3.4. Create a matrix to track all employment positions as they increase over the next three years.
- 3.5. Write and compile reports as well as the final USDA quarterly report.
- 3.6. Interface with NTN board Chair and council members, Department of Commerce, Department of Economic Security, and training consultants, ensuring coordination of all related actions.
- 3.9. Consultant may work independently and cooperatively with executives, agency leaders and state officials.

4. EVALUATION

In accordance with the Arizona Procurement Code 41-2535, procurements shall not exceed the aggregate amount of fifty thousand dollars, awards shall be made to the responsible offeror submitting the quotation, which is most advantageous to the state and conforms to the solicitation. **Criteria is in order of preference.**

- 4.1. **EXPERIENCE:** Explain your past experience of working with Tribal Economic Development leaders and governmental officials focused on workforce development. Highlight specific examples and provide a list of references.
 - 4.1.1. Your resume should show consulting experience in Tribal relations which should include workforce development. Please include a narrative.
 - 4.1.2. Include list of past and present experiences with the Nineteen Tribal Nations and/or Workforce Investment Board.



Scope of Work

Arizona Department of Commerce

1700 W. Washington , Suite B-32

Phoenix, AZ 85007

SOLICITATION NO.: : Q018-08

PAGE
10 of 10

VENDOR: Distribution Copy

- 4.2. **COST:** Lowest cost will be a factor. Please fill in the front page with the cost of your consulting for a Monthly rate.

5. **DELIVERABLES**

- 5.1. The Contractor shall understand and agree that all work performed by the Contractor shall be reviewed by the Director of Special Projects.
- 5.1.1. The Contractor shall understand and agree that the Director of Special Projects shall have the right to modify, change, or delete any part of the Contractor's possible deliverables.
- 5.1.2. The Contractor shall understand and agree that all reports, plans and any tangible work products are owned by the Department of Commerce.

6. **PAYMENT AND INVOICING REQUIREMENTS**

- 6.1 The Contractor shall identify on the front of this document, a per month price rate. The invoice shall have the contract number, hours that have been worked. Contractor shall be paid for work performed. A month may be prorated at 160 hours,if necessary.
- 6.1.1 A current W-9 must be on file with Commerce.
- 6.1.2 Travel is reimbursed at State rates. To find the State rates please go to www.GAO.az.gov. No other items will be reimbursed.